

EXHIBIT 1

SETTLEMENT AGREEMENT

WHEREAS, Brownmed, Inc. ("Brownmed") and Allsop, Inc. ("Allsop") are currently in litigation in the United States District Court for the Western District of Missouri, Western Division, concerning U.S. Patent 8,216,169 issued July 10, 2012 and concerning Brownmed's assertion that Allsop is infringing said U.S. patent by using and selling product known as The ComfortBead Glove; and

WHEREAS, the parties have effective January 29, 2014, settled this litigation upon agreed terms they now intend to memorialize in this Settlement Agreement;

NOW, THEREFORE, the parties agree to the following terms:

(1) Allsop agrees to enter into a Consent Decree of admission of jurisdiction, past infringement, a finding that the patent is not invalid and an injunction against unlicensed selling of infringing product, such as the Allsop ComfortBead Glove. The form of the Consent Decree is attached hereto as Exhibit A.

(2) For all product sold and not retrievable from distributors of Allsop ComfortBead Glove, a royalty rate of \$3 per unit and a detailed certified accounting of sales provided within 60 days of January 29, 2014.

(3) For all product that is retrievable from distributors, agreement that such product will be retrieved within 60 days and either sold overseas or destroyed with certification that such has been accomplished.

(4) Allsop agrees to immediately destroy all marketing, print and digital media referencing the accused product and all on-line references, with certification destruction has been accomplished within one week of signing the Settlement Agreement reflecting the terms accepted on January 29, 2014.

(5) In consideration for the settlement undertakings described herein and other good and valuable consideration, receipt of which is hereby acknowledged, Brownmed does hereby

release, cancel, forgive and forever discharge Allsop from any and all actions, claims, demands, damages, obligations, and liabilities which have arisen or may have arisen with respect to U.S. Patent 8,216,169 prior to the date of execution of this Settlement Agreement.

In consideration for the settlement undertakings described herein and other good and valuable consideration, receipt of which is hereby acknowledged, Allsop does hereby release, cancel, forgive and forever discharge Brownmed from all actions, claims, demands, damages, obligations, liabilities, which have arisen or may have arisen with respect to U.S. Patent 8,216,169 prior to the date of execution of this Settlement Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date(s) indicated below:

Brownmed, Inc.



Ivan Brown, President

Date: February 24, 2014

Allsop, Inc.



James Allsop, President

Date: February 11, 2014

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION**

BROWNMED, INC.,)	
)	
Plaintiff,)	Civil Action No. 4:13-cv-01196
)	
v.)	District Judge Ortrie D. Smith
)	Magistrate Judge John T. Maughmer
ALLSOP, INC.,)	
)	
Defendant.)	
)	

STIPULATED JUDGMENT ORDER AND INJUNCTION DECREE

The parties, having resolved their differences, and agreed to this Stipulated Judgment Order and Injunction Decree, the Court therefore finds, adjudges, orders and decrees:

- (1) This Court has jurisdiction over the parties and the case;
- (2) Allsop has infringed the claims of U.S. Patent 8,216,169 B2 by making, selling, and offering for sale the ComfortBead Glove, said infringed claims including at least claims 1, 2, 4 and 5.
- (3) U.S. Patent 8,216,169 is not invalid.
- (4) Allsop, its agents, servants, employees and those in active concert therewith are henceforth enjoined from unlicensed sale of the ComfortBead Glove or any other product infringing the claims of U.S. Patent 8,216,169 B2, issued July 10, 2012.

Date:

Honorable Ortrie D. Smith, Judge

EXHIBIT A